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Attorneys for United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
(1) APPROXIMATELY \$29,900 IN )  
UNITED STATES CURRENCY AND )  
(2) APPROXIMATELY \$21,000 IN )  
UNITED STATES CURRENCY, )  
 )  
Defendants. )

No. 07-2755 JL

SETTLEMENT AGREEMENT  
AND ORDER

JACOB BLANK AS SUBSTITUTE  
CLAIMANT FOR GREGORY BLANK,  
DECEASED, AND  
DAVID TENNENBAUM,  
 )  
Claimants. )

Plaintiff United States of America and claimant Jacob Blank, as substitute claimant for  
Gregory Blank, deceased, through their undersigned counsel, stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendants are (1)  
Approximately \$29,900 in United States Currency and (2) Approximately \$21,000 in United

1 States Currency. After proper notification was given and publication made, as required by the  
2 Supplemental Rules for Certain Admiralty and Maritime Claims, the Gregory Blank filed a claim  
3 and answer to appear and defend defendant \$21,000, and David TENNENBAUM filed a claim  
4 and answer to appear and defend defendant \$29,900. Subsequently, Gregory Blank died intestate  
5 and his father, Jacob BLANK, asked the Court to substitute him as claimant in place of his son,  
6 Gregory Blank. Plaintiff, claimant TENNENBAUM and claimant BLANK are hereafter referred  
7 to as the "Parties" in this document which is hereinafter referred to as the "Settlement  
8 Agreement" or "Agreement."

9 2. The Parties agree, subject to the Court's approval, that Jacob BLANK be, and  
10 hereby is, substituted as claimant in place of his son, Gregory Blank, deceased.

11 3. After full and open discussion, the Parties agree to resolve any and all claims  
12 against defendants \$29,900 and \$21,000 as well as any claims against any and all past and  
13 present officials, employees and agents of the United States, including those at the United States  
14 Department of Justice and the Drug Enforcement Administration, arising out of the facts alleged  
15 in the Complaint for Forfeiture filed in this lawsuit on or about May 24, 2007.

16 4. The Parties agree that the resolution of the lawsuit is based solely on the terms  
17 stated in this Settlement Agreement. It is expressly understood that this Agreement has been  
18 freely and voluntarily entered into by the Parties. The Parties further agree that there are no  
19 express or implied terms or conditions of settlement, whether oral or written, other than those set  
20 forth in this Agreement. This Agreement shall not be modified or supplemented except in  
21 writing signed by the Parties. The Parties have entered into this Agreement in lieu of continued  
22 protracted litigation and district court adjudication.

23 5. The Parties further agree that this Settlement Agreement does not constitute  
24 precedent on any legal issue for any purpose whatsoever, including all administrative  
25 proceedings and any lawsuits.

26 6. The Parties agree that claimant TENNENBAUM and claimant BLANK release  
27 and discharge the United States, as well as any past and present officials, employees, agents,

28 Settlement Agreement

And Order

No. 07-2755 JL

1 attorneys, their successors and assigns, as well as any state and local law enforcement officers,  
2 from any and all obligations, damages, liabilities and demands of any kind and nature  
3 whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising  
4 out of the allegations set forth in plaintiff's Complaint for Forfeiture.

5 7. In order to resolve this case without the expense of protracted litigation, the  
6 Parties agree that \$23,920 of defendant \$29,900 shall be forfeited to the United States and that  
7 the remainder, \$5,980, shall be returned to claimant TENNENBAUM in a check made payable  
8 both to claimant TENNENBAUM and to his attorney, Stuart Hanlon, Esq., and that the check be  
9 delivered to Stuart Hanlon at 179 11<sup>th</sup> Street, 2d Floor, San Francisco, California 94103. The  
10 Parties further agree that and further agree that \$16,800 of defendant \$21,000 shall be forfeited to  
11 the United States and that the remainder, \$4,200, shall be returned to claimant BLANK in a  
12 check made payable both to claimant BLANK and to his attorney, Stuart Hanlon, Esq., and  
13 delivered to Stuart Hanlon at 179 11<sup>th</sup> Street, 2d Floor, San Francisco, California 94103. Such  
14 payment shall be in full settlement and satisfaction of any and all claims that claimant  
15 TENNENBAUM and claimant BLANK, their heirs, representatives and assignees could assert or  
16 have asserted to defendant \$29,900 and \$21,000, respectively.

17 8. Claimants TENNENBAUM and BLANK shall hold harmless the United States,  
18 including its agents, officers, representatives and employees, as well as any and all state and  
19 local law enforcement officials, for any and all acts directly or indirectly related to the seizure of  
20 defendant \$29,900 and defendant \$21,000, and for any and all acts directly or indirectly related to  
21 the forfeiture described in paragraph 7 above.

22 9. The United States, claimant TENNENBAUM and claimant BLANK agree that  
23 each party shall pay its own attorneys' fees and costs.

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28 Settlement Agreement  
And Order  
No. 07-2755 JL

1           10.     Based on the foregoing Settlement Agreement between the United States,  
2 claimant TENNENBAUM and claimant BLANK, the Parties agree that, subject to the Court's  
3 approval, this action be and hereby is DISMISSED and that the proposed Judgment of Forfeiture  
4 which is submitted with this Settlement Agreement be entered.

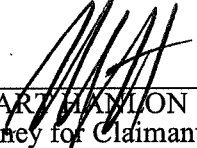
5  
6 IT IS SO STIPULATED:

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8 Dated: June 12, 2008

JOSEPH P. RUSSIONELLO  
United States Attorney

  
PATRICIA KENNEY  
Assistant United States Attorney

9  
10 Dated: May 28, 2008

  
STUART HAMILTON  
Attorney for Claimants  
David Tennenbaum and Jacob Blank

11  
12  
13 Dated: May \_\_\_\_, 2008

DAVID TENNENBAUM  
Claimant

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15  
16 Dated: May 19, 2008

  
JACOB BLANK  
Claimant

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19           PURSUANT TO THE FOREGOING STIPULATED SETTLEMENT AGREEMENT, IT  
20 IS SO ORDERED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

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23           HONORABLE JAMES LARSON  
United States Magistrate Judge

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28 Stipulation & Order  
C 07-2755 JL

1           10.     Based on the foregoing Settlement Agreement between the United States,  
2 claimant TENNENBAUM and claimant BLANK, the Parties agree that, subject to the Court's  
3 approval, this action be and hereby is DISMISSED and that the proposed Judgment of Forfeiture  
4 which is submitted with this Settlement Agreement be entered.

5  
6 IT IS SO STIPULATED:

JOSEPH P. RUSSIONELLO  
United States Attorney

7  
8 Dated: May \_\_\_\_, 2008

PATRICIA KENNEY  
Assistant United States Attorney

9  
10 Dated: May \_\_\_\_, 2008

STUART HAYDON  
Attorney for Claimants  
David Tennenbaum and Jacob Blank

11  
12  
13 Dated: May \_\_\_\_, 2008

  
DAVID TENNENBAUM  
Claimant

14  
15  
16 Dated: May \_\_\_\_, 2008

JACOB BLANK  
Claimant

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19           PURSUANT TO THE FOREGOING STIPULATED SETTLEMENT AGREEMENT, IT  
20 IS SO ORDERED ON THIS 17th DAY OF June, 2008.

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22   
23 HONORABLE JAMES LARSON  
United States Magistrate Judge

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28 Stipulation & Order  
C 07-2755 JL